IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

)	
Jennifer L. Stu	ıtz) Case No. 20-22025-GLT	Γ
In ro) Chapter 13	
<u>In re</u> Jennifer L. Stu	 Itz		_)	
	or/Movant		<u> </u>	
v.)	
Ronda Winnec	cour)	
Trust	ee/Respondent)	
		NOTICE OF PRO	POSED MODIFICATION TO	
		CONFIRMED CHA	PTER 13 PLAN DATED 7/17/20	
		d Chapter 13 Plan). Purs	nas filed an Amended Chapter 13 Plan E uant to the Amended Chapter 13 Plan, t	
the non-debtor s in attorney's fee	spouse has lost his		he amount of the unsecured debt due to severe reduction in household income a	
2. following particul	ars:		ed plan will impact the treatment of the claim	s of the following creditors in the
	PLAN FUND		a plan term of 60 months shall be paid to	the Trustee from future earnings as
follo	ows:	or \$_100.70 per month for a	a plan term of _oo_months shan be paid to	the Trustee from future earnings as
T	Payments:	By Income Attachme	ent Directly by Debtor	By Automated Bank
1 rar	nsfer D#1	\$	\$109.7 <u>6</u>	\$
			LAIMS TO BE FULLY PAID	•
4. prohibited by ap 1322(b), 1325(c 13 Plan. WHEI	already paid by Including any \$_1350_ paid through the state of the st	ror on behalf of the Debtor, retainer paid, a total of \$ 4 will be sought through the plan. Inpriority unsecured claims IMATE(S) that a total of \$ 5 NOWLEDGE(S) that a MIN to be liquidation alternative test of funds estimated above is a funds available for payment completion. The estimated peing amended pursuant to a attorney's fees and cost ertifies that the requested to Debtor further certifies a scept as set forth above, to	_1807.53_ will be available for distribution to NIMUM of \$_0.00 shall be paid to nonput for confirmation set forth in 11 U.S.C. § 132 NOT the MAXIMUM amount payable to this to these creditors under the plan base will be percentage of payment to general unsecured to the Notice of Mortgage Payment Changs. It modification is being proposed in good that the proposed modification complies there are no other modifications sought burt enter the Order approving the modification to not provide the modification of the modification of the modification that the proposed modification sought burt enter the Order approving the modification to not provide the modification of the modification of the modification that the proposed modification sought burt enter the Order approving the modification.	rate of \$_250 per month. to a fee application. An additional efore any additional amount will be to nonpriority unsecured creditors. ciority unsecured creditors to 25(a)(4). s class of creditors. Instead, the determined only after audit of the creditors is3.71%. ge of Ocwen Loan Servicing, d faith, and not for any means s with 11 USC 1322(a), by way of the amended Chapter
Date <u>4/28/</u> 2			/s/Russell A. Burdelski, Esquire 1020 Perry Highway Pittsburgh, PA 15237 Russ@BurdelskiLaw.com PA Ct 1.D. #72688 412-366-1511	

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Fill in this info	ormation to identi	fy your case:				
Debtor 1	Jennifer First Name	L. Middle Name	Stutz Last Name		plan, and list l	pelow the
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name		been changed	e plan that have d.
United States Ba	inkruptcy Court for the	e Western District of P	'ennsylvania		.1, 4.7, 5.1	
Case number	r <u>20-22025-GL</u>	T				
		Pennsylvan Dated: Ap				
Part 1: Not	tices					
To Debtors:	This form sets indicate that the	ne option is appro	opriate in your c	ate in some cases, but the preser ircumstances. Plans that do no plan control unless otherwise or	t comply with loc	al rules and judici
	In the following r	notice to creditors,	you must check ea	ch box that applies.		
To Creditors:	YOUR RIGHTS	MAY BE AFFECT	ED BY THIS PLAN	I. YOUR CLAIM MAY BE REDUCE	ED, MODIFIED, OR	ELIMINATED.
		d this plan carefully ay wish to consult o		n your attorney if you have one in thi	is bankruptcy case.	If you do not have
	ATTORNEY MU THE CONFIRM PLAN WITHOU	JST FILE AN OBJ ATION HEARING, IT FURTHER NOTI	ECTION TO CON UNLESS OTHER CE IF NO OBJEC	F YOUR CLAIM OR ANY PROVISIFIEMATION AT LEAST SEVEN (7 RWISE ORDERED BY THE COURTION TO CONFIRMATION IS FILE ROOF OF CLAIM IN ORDER TO BE	T) DAYS BEFORE RT. THE COURT I ED. SEE BANKRUI	THE DATE SET FO MAY CONFIRM TH PTCY RULE 3015.
	includes each		tems. If the "Inc	e. Debtor(s) must check one box luded" box is unchecked or both llan.		
payment		•	•	rt 3, which may result in a partial rate action will be required to	○ Included	Not Include:
		or nonpossessory		noney security interest, set out in ch limit)	○ Included	Not Included
.3 Nonstanda	ard provisions, se	t out in Part 9			○ Included	Not Included
Part 2: Pla	n Payments and	d Length of Plan	1			
Total amount		ments to the trus		term of 60 months shall be pai	d to the trustee fro	m future earnings a
follows:						J
Payments	By Income Attac	chment Directly b	y Debioi	By Automated Bank Transfer		
D#1			\$100 76			
D#1 D#2	\$0.00		\$109.76 	\$0.00	_	

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2.2	Additional payments:								
	Unpaid Filing Fees. available funds.	The balance of \$	sha	ll be fully paid b	y the Trustee to	the Clerk of	the Bankruptc	y Court from the firs	
	Check one.								
	None. If "None" is cl	hecked, the rest of Sec	tion 2.2 need not b	e completed or	reproduced.				
		nake additional paym each anticipated paym		ee from other s	sources, as spe	cified below	v. Describe the	e source, estimated	
2.3	The total amount to b plus any additional so	urces of plan funding			by the trustee b	ased on th	e total amour	nt of plan payment	
Pai	rt 3: Treatment of	Secured Claims							
3.1	Maintenance of paymer Check one. None. If "None" is cl								
	None. If "None" is checked, the rest of Section 3.1 need not be completed or reproduced. The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed by the trustee. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, without interest. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.								
	Name of creditor	Co	llateral		Current installm paymen (includin	ent	Amount of arrearage (if any)	Start date (MM/YYYY)	
	Insert additional claims a								
3.2	Request for valuation o	of security, payment o	f fully secured cla	aims, and modi	fication of unde	ersecured c	laims.		
		hecked, the rest of Sec		•	•				
	The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.								
	The debtor(s) will request, by filing a separate adversary proceeding , that the court determine the value of the secured claims listed below.								
	For each secured claim listed below, the debtor(s) state that the value of the secured claims should be as set out in the column headed <i>Amount of secured claim.</i> For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below.								
	The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 (provided that an appropriate order of court is obtained through an adversary proceeding).								
	Name of creditor	Estimated amount of creditor's total claim (See Para. 8.7 below)	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Amount of secured claim	f Interest rate	Monthly payment to creditor	
						\$0.00	0%	\$0.00	
				·			· · · · · · · · · · · · · · · · · · ·		

Insert additional claims as needed.

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3.3 Secured claims excluded from 11 U.S.C. § 506.

	Check one.								
	None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced.								
The claims listed below were either:									
	(1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personause of the debtor(s), or								
	(2) Incurred within one (1) year of th	ne petition date and secured by a pure	chase mor	ney security interest i	n any other th	ing of value.			
	These claims will be paid in full unde	er the plan with interest at the rate sta	ated below	. These payments wi	ll be disbursed	d by the trustee.			
	Name of creditor	Collateral	A	amount of claim	Interest rate	Monthly payment to creditor			
	Insert additional claims as needed.								
3.4	Lien Avoidance.								
	Check one.								
		ne rest of Section 3.4 need not be co		r reproduced. Th	ne remainder	of this paragraph will be			
		sory, nonpurchase-money security in							
	the avoidance of a judicial lien of any judicial lien or security interest of the judicial lien or security interest.	tled under 11 U.S.C. § 522(b). The or security interest securing a claim lisest that is avoided will be treated as terest that is not avoided will be paid the than one lien is to be avoided, pro	sted below an unsecu d in full as	or to the extent that it is increased to the value of the	mpairs such on the extent all er the plan.	exemptions. The amount of lowed. The amount, if any, See 11 U.S.C. § 522(f) and			
	Name of creditor	Collateral		Modified principal balance*	Interest rate	Monthly payment or pro rata			
				\$0.00	0%	\$0.00			
	Insert additional claims as needed.								
	*If the lien will be wholly avoided, ins	sert \$0 for Modified principal balance.							
3.5	Surrender of Collateral.								
	Check one.								
	None. If "None" is checked, the	e rest of Section 3.5 need not be com	npleted or i	reproduced.					
	confirmation of this plan the stay	to each creditor listed below the colly under 11 U.S.C. § 362(a) be terming allowed unsecured claim resulting	nated as to	o the collateral only a	and that the s	tay under 11 U.S.C. § 1301			
	Name of creditor	С	Collateral						
	Insert additional claims as pooded								

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3	6	Sac	ured	tav	cla	ime
υ.	v	JUC	uicu	Lan	ula	IIIIO.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods		
nsert additional claims as needed.							

Part 4:

Treatment of Fees and Priority Claims

4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

4.3 Attorney's fees.

Attorney's fees are payable to Russell A. Burdelski, Esquire	In addition to a retainer of \$	31,000.00	(of which \$ 0.00	was a
payment to reimburse costs advanced and/or a no-look costs deposit)	already paid by or on behalf	of the debtor,	the amount of \$3,	000.00 is
to be paid at the rate of \$250.00 per month. Including any retain	er paid, a total of \$4000	_ in fees and	costs reimburseme	ent has been
approved by the court to date, based on a combination of the no	o-look fee and costs deposit	and previous	sly approved appli	cation(s) for
compensation above the no-look fee. An additional \$1350 wi	ill be sought through a fee ap	plication to be	filed and approve	d before any
additional amount will be paid through the plan, and this plan contair	0 1 7	at additional a	amount, without din	ninishing the
amounts required to be paid under this plan to holders of allowed unse	cured claims.			

Check here if a no-look fee in the amount provided for in Local Bankruptcy Rule 9020-7(c) is being requested for services rendered to the
debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of
compensation requested, above).

4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

Insert additional claims as needed.

^{*} The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

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4.5	Priority Domestic Support Obligations not assigned or owed to a governmental unit.	
	If the debter(s) interpretation in December Connect Obligations through spiriting of the contradiction and become this contradiction.	

	debtor(s) expressly agrees to continue paying and remain current on all Domestic Support Obligations through existing state court orders.						
Check here if this payment is for prepetition arrearages only.							
	Name of creditor (specify the actual payee, e.g. F SCDU)	PA Description		Claim	Monthly payment or pro rata		
	Insert additional claims as needed.						
4.6	Domestic Support Obligations assigned or owe Check one.	ed to a governmental u	ınit and paid less tha	n full amount.			
	None. If "None" is checked, the rest of Section	in 4.6 need not be comm	aleted or reproduced				
The allowed priority claims listed below are based on a Domestic Support Obligation that has been assigned to or is governmental unit and will be paid less than the full amount of the claim under 11 U.S.C. § 1322(a)(4). This provision repayments in Section 2.1 be for a term of 60 months. See 11 U.S.C. § 1322(a)(4).							
	Name of creditor		Amount of claim to	be paid			
				\$0.00			
	Insert additional claims as needed.		-				
4.7	Priority unsecured tax claims paid in full.						
	Name of taxing authority T	otal amount of claim	Type of tax	Interest rate (0% if blank)	Tax periods		

Insert additional claims as needed.

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Part 5: Treatment of Nonpriority Unsecured Claims

5 1	Nonpriority unsecured claims not separately cla				
3.1	Nonpriority unsecured claims not separately ca	assified.			
I	Debtor(s) ESTIMATE(S) that a total of \$1807.53	_ will be available for dist	ribution to nonpriority un	secured creditors.	
	Debtor(s) ACKNOWLEDGE(S) that a MINIMUM of alternative test for confirmation set forth in 11 U.S.	of \$ <u>0.00</u> shall be p C. § 1325(a)(4).	paid to nonpriority unse	cured creditors to comply w	ith the liquidation
; 	The total pool of funds estimated above is NOT available for payment to these creditors under the percentage of payment to general unsecured cred of allowed claims. Late-filed claims will not be paid pro-rata unless an objection has been filed within t included in this class.	plan base will be determine itors is 3.71 %. The unless all timely filed clai	ned only after audit of the percentage of payme ms have been paid in fu	ne plan at time of completion int may change, based upon ill. Thereafter, all late-filed o	n. The estimated the total amount laims will be paid
5.2	Maintenance of payments and cure of any defa	ult on nonpriority unsecu	ıred claims.		
(Check one.				
	None. If "None" is checked, the rest of Section	n 5.2 need not be complete	ed or reproduced.		
[The debtor(s) will maintain the contractual inst which the last payment is due after the final p amount will be paid in full as specified below a	olan payment. These pay	ments will be disbursed		
	Name of creditor	Current installment payment	Amount of arrearage to be paid on the cla		Payment beginning date (MM/ YYYY)
	Insert additional claims as needed.		-		
5.3	Postpetition utility monthly payments.				
The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim paym not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds fredebtor(s) after discharge.					
	Name of creditor	Monthly pay	ment Postp	etition account number	
1	Insert additional claims as needed.				

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5.4	Other separately classified in	ionpriority unsecured claims.						
	Check one.							
	None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.							
	The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows:							
	Name of creditor	Basis for separate cla treatment	Basis for separate classification and treatment		rate	Estimated total payments by trustee		
				\$0.00	0%	\$0.00		
	Insert additional claims as needed.							
Par	t 6: Executory Contrac	cts and Unexpired Leases						
	<u> </u>	t installment payments will be disk Description of leased property or executory contract			yments will b Estimated t payments b trustee	total Payment by beginning date (MM/		
						YYYY)		
	Insert additional claims as nee		_		_			
	moort daditional damo as fiedded.							
Par	rt 7: Vesting of Propert	y of the Estate						
		ot re-vest in the debtor(s) until the d		mpleted all payments	under the co	onfirmed plan.		
Par	t 8: General Principles	Applicable to All Chapter 13 Pla	ans					

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- **8.4** Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- **8.5** Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions 9.1 Check "None" or List Nonstandard Plan Provisions. None. If "None" is checked, the rest of part 9 need not be completed or reproduced. Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective. The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

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Part 10:

Signatures

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X/s/Jennifer L. Stutz	X /s/			
Signature of Debtor 1	Signature of Debtor 2			
Executed onApr 28, 2021	Executed on			
MM/DD/YYYY	MM/DD/YYYY			
X/s/Russell A. Burdelski, Esquire	DateApr 28, 2021			
Signature of debtor(s)' attorney	MM/DD/YYYY			

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